EXHIBIT D
DECLARATION OF RICHARD WHITE IN
SUPPORT OF BIAS CLAIM AGAINST
JUSTICES HUFFMAN AND NARES

1. Between 1968 and 1990, I was a breeder and trainer of various zoo animals. During that time I held federal and state permits that were required for the keeping of non-domestic animals.

2. During approximately 1969-1980 I participated in four Walt Disney movies, one Mission Impossible services, and numerous other modeling ad T.V. commercials.

3. My Federal and State permits were identical in nature to those held by the San Diego Zoo.

4. I did not hold a San Diego City, or a San Diego County permit for maintaining zoo animals.

5. The San Diego Zoo is a powerful political influence locally and nationally. They do not hold City or County permits either.

6. In 1968, I was involved in a heated dispute with a county animal regulations officers (ARO's) who threatened to kill all of my animals if I did not obtain a County permit.

7. By about 1970, I began attending various public meeting and ad-hoc committees voicing strong criticism of (ARO's), sheriffs' deputies and the District Attorney.

8. In about 1970, Richard Huffman became District Attorney Miller's chief prosecuting attorney.

9. In 1972, I was arrested by San Diego Police for not having a San Diego Zoo permit. At that time, I think Bill Kollender was Assistant Chief of Police.

10. Believing it was less expensive to pay a $25.00 fine then fight, I paid the fine.

11. I subsequently became involved in an on-going dispute with County Animal Regulation Officers, the Sheriff's Department and the District Attorneys' Office, because I did not have a County Wild Animal Permit.

12. Between approximately 1968 and 1979, I had accumulated several thousand pages of documented evidence alleging corruption between (ARO's) Police, Sheriff Deputies, prostitutes,

drug dealers, organized crime, the Sheriff, and District Attorney.

13. At various times, I submitted those document to the San Diego Police (SDPD), the county Civil Service Commission, (CSC), the County Board of Supervisor (B/S), the County Grand Jury (G/J), the Sheriff (John Duffy), District Attorney (Ed Miller), the California State A/G and the U.S. Attorney General.

14. Miller transmitted all of my documented evidence directly to Huffman.

15. I was coordinating that same evidence with that accumulated by County Superintendent Jack Walsh. Subsequently, Mr. Walsh was under telephone tap surveillance for an undetermined period of time and I was also under visual and telephone tap surveillance for a period of approximately five years.

16. From approximately 1968, and thereafter, I was also critical of the relationship between ARO's; Clyde Hill, the curator of the San Diego Zoo; the Sheriff's Department and the D/A's Office.

17. In 1974, the D/A solicited sworn declarations from, Clyde Hill, who was interested in seeing anyone prosecuted for not having a County permit.

18. In 1974, Huffman was in charge of Deputy District Attorney, Carpenter, who prosecuted me for not having a County Animal Permit. I was found, "not guilty". See Exhibit 1. Much later, Hill was fired by the Zoo.

19. My arrest in 1974, was investigated by the County A/R Department whose Department head was County Veterinarian Hubert C. Johnston and Chief Shelter Superintendent, Russell Schmidt.

20. Between 1974, until about 1978, I was mentioned in approximately two dozen newspaper articles which detailed my complaints alleging corruption between ARO's law enforcement agencies and the DA's Office.

21. In 1976, I became a candidate for the County Board of Supervisors and circulated 40 to 50 thousand pamphlets alleging collusion between organized crime and law enforcement agencies and the DA's Office.

22. Those pamphlets and other documents alleged that ARO's Officers had kept filthy, disease ridden kennels; killed family pets

out of vindictiveness; presented perjured testimony at trial and had stolen valuable animals out of backyards with the intent to sell them privately, or to claim published reward.

23. In mid 1976, Johnston, et. al. sued me, alleging that I attempted to deprive them of their employment, and slander; asking for $800,000.00 in damages.

Johnston and the six ARO's dismissed their lawsuits. Five ARO's were later either demoted, fired, or transferred. One ARP committed suicide. Johnston, who had a staff of 86, had his salary reduced $15,000.00 per year. He was removed as chief of Animal Control, with a reduced staff of only four.

24. In those pamphlet, I had also alleged an illicit relationship between the Sheriff's vice officer, Randall Anderson and a prostitute/drug dealer named Betty Jean Tucker Drayner, D/A prosecutors and two county judges, namely Raul Rosado and Earl Gilliam.

25. During the same time frame., I also compliance that the Sheriff and D/A had been in collusion to cover up the killing of one Michael G. Nolan who was beaten to death with a flashlight by Deputy "Billy" Cowles.

The sheriff and the D/A insisted that Nolan had died because he bumped his head on a pool table.

26. In 1975, Superintendent Jack Walsh and I initiated a G/J investigation in to the death of Michael G. Nolan.

27. Prior to the G/J hearings re: Nolan, Huffman subpoenaed Nolan's treating physician and gave him a false impression of the way Nolan was injured as well as his subsequent treatment while in the care of the deputies.

28. Despite the doctor's tainted testimony, the G/J prepared a scathing report on the Nolan case blaming Deputies Cowles and Meyers as to the cause of Nolan's death. Huffman argued intensely with the G/J foreman to "tone down" his public report.

29. Cowles and Meyers subsequently sued me for "attempting to deprive them of their employment and "slander" claiming a total of $1,200,000.00 in damages.

30. The sheriff and D/A witnesses appeared on behalf of the Deputies; forcefully asserting that Nolan had died because he had bumped his head on a pool table. They had destroyed Cowles boots because, they claimed, they had blood on them from an

accidental kicking and that this was not important. His bloody shirt was dry cleaned. His flashlight was substituted, at trial, with another one that was not presented to the G/J hearing.

At trial, Nolan's doctor testified that Huffman had lied to him, and that because he had treated over 1,000 police inflicted head wound cases, he believed that Nolan had been beaten to death by Cowles flashlight. The jury awarded Cowles and Meyers each $1,000 in punitive damages plus attorneys; fees. They were never prosecuted. Two subsequent civil lawsuits resulted in judgments against them.

31. The matter : Cowles and Johnston, et. al. was scheduled to be heard before the County C/S/C in 1975.

32. Ed Miller was D/A from 1970 for approximately 20 years, thereafter, he was instrumental in getting C. Hugh Freedman appointed as chairman of the C/S/C.

33. Freidman had currently been under investigation in a $51,000,000.00 U.S. National Bank swindle. See Exhibit 2.

34. At the same time, C. Arnholt Smith and the Alessio Family was also involved in a U.S. National Bank swindle in which Friedman was Alessio's attorney.

35. Miller subsequently warned Freidman not to pursue the matters that I had submitted to the C/S/C. See Exhibit 3.

36. Freidman subsequently refused to hear the cases of Cowels or Johnston.

37. Freidman and his law firm settled their lawsuit and were forced to close down their firm.

38. . The Alessio's had been a close personal friend to Bill Kollender for over 20 years and Huffman was a good friend of Kollender.

39. Freidman and the Alessio's were never prosecuted in the bank swindle case.

40. Friedman was subsequently appointed to head the State Securities Commission in order to regulate corporate law. See Exhibit 4.

41. Two days after Miller sent Friedman the warning not to hear my case, the Chief of A/R, Schmidt resigned because of his dispute with me. Please refer to Exhibit 5.

42. In 1976, I had complained to the Board of Supervisors (B/S) and the G/J that Russell Lee Chamberlain was strangled to

death with a towel by two deputies and other officers in County Jail after provoking him into a fight.

The sheriff and D/A had claimed that he had chocked to death on his own vomit. County Supervisor, Lee Taylor, sent my complaint to the U.S. Attorney; they did nothing. The G/J investigated and confirmed my findings. Please refer to Exhibit 6.

43. County Supervisor, Jack Walsh and I also initiated a G/J investigation into the county jails. We claimed that Duffy was fundamentally allowing a "goon squad" to operate with impunity.

44. The sheriff, D/A the State A/G all claimed that our charges were ridiculous. The G/J issued another scathing report on the jails.

45. Several years later, a minister was severely beaten by deputies at the County Jail. He sued alleging that the jail had a "goon squad"; he recovered a multi-million dollar judgment.

46. In mid 1976, County Supervisor, Jack Walsh and I initiated a G/J investigation of organized crime and it's dealings with the sheriff's department and the D/A. Huffman was placed in charge of the "investigation". Please refer to Exhibit 7.

47. Supervisor Walsh and I had alleged a corrupt alliance between mobsters who had left Chicago and Kansas City in order to build and manage the La Costa Country Club. Walsh had information that La Costa was flying plane loads of prostitutes in from Las Vegas casinos.

He believed that Sheriff Duffy had a free membership; Huffman was Duffy's personal guest and there was evidence that Duffy had received cash bribes, to which Anderson was a witness.

48. Ex-sheriff's detective, Neil Travers was subpoenaed by Huffman as a peripheral witness to the involvement of Anderson and the bribe charges. Travers had been hired by my insurance Company to investigate Anderson.

After Travers testified, Huffman called a press conference, claiming that they intended to prosecute Travers for perjury and obstruction of justice.

49. Travers subsequently hired a polygraph examiner which showed that he had told the truth. Huffman did not proceed further.

50. La Costa was built through the efforts of mobsters, "Moe"

Dalitz (Purple Gang, Chicago and Kansas City); Meyer Lansky; "IRV" Rosten, Merv Adelson and others.

Adelson was to be the future husband of news anchor woman, Barbara Walters.

51. As a separate allegation to the G/J, I had alleged an illicit relationship between Kollender, Duffy, the D/A and the Alessio Family, who had four houses of prostitution, under leases on their properties, but they had never been prosecuted.

Also alleged was, that various law enforcement officers and two judges, namely Raul Rosado and Earl Gilliam, were being serviced by prostitutes.

At the G/J hearings, Huffman did not call Duffy, Kollender, Dalitz, Lansky, Adelson, the Alessios', Judge Rosado, Judge Gilliam or any of the many reputed teamster mobsters who were connected to La Costa.

51. Duffy had previously traveled to Los Angeles to testify in a libel and slander lawsuit in which "Moe" Dalitz was plaintiff. Duffy testified as to Dalitz "good character".

52. Prior to 1976, the Alessio's had served time in prison for race track skimming and tax evasion. While in prison they had bribed prison officials to bring in prostitutes to have sex with themin the prison chapel.

For this they were convicted on these additional charges and served more time.

53. The New Mexico Attorney General subsequently commenced a second investigation into allegations that their race track business was the center of murder, drugs, prostitution, bribery, and extortion; the results of that investigation are presently unknown.

54. After Huffman's G/J "investigation" of organized crime concluded in 1976, the New Mexico Racing Commission resumed hearings of possible improprieties by the Alessio race track industry. The hearings were then temporarily recessed in January 1977. See Exhibit 8.

55. Two months after I had been found "not guilty" for not having a County Permit in August 1984, Huffman issued two criminal complaints against Maxey Roamaine on October 13, 1974 and December 27, 1974. The complaint alleged that Romaine had solicited Betty Tucker (Drayner) and Judy Powers to work in a

house of prostitution and that Romaine was in possession of stolen property along with carrying a blackjack. Please refer to Exhibit 9.

56. Huffman subsequently prepared a search warrant which was served on the "mans' World Massage Parlor," by Randall Anderson. Said establishment was owned by Romaine. Please refer to Exhibit 10.

57. At Romaines's trial, Draynor testified that, when Romaine had been arrested, she had been paid $125.00 for consensual sex.

58. In May 1975, Drayner was nearly pistor-whipped to death by Deputy Batcher who refused to pay her $25.00 for oral and vaginal sex. Her scalp was severely lacerated and had multiple skull fractures. She was hospitalized in a coma which lasted for several days.

59. Drayner was interviewed in the hospital by a reporter shortly after her beating at which time she stated she was going to sue. See Exhibit 11.

60. Drayner subsequently sued Bacher and the Sheriff's Department for failing to provide her "protection" as an informant.

61. Drayner had been a prostitute /drug dealer since approximately 1974. She was a business partner with her mother in a massage parlor and a Laundromat. She had been previously been married to a gay Vietnam veteran with whom she became embroiled in a bitter child custody battle.

62. Drayner remarried an ex-green beret who also dealt in drugs, explosives and machine guns.

63. During Draynor's custody battle, in mid 1976, her exhusband was shot in the face by a shot gun blast through his living room window and was thereafter permanently blinded.

64. The D/A's office appeared in Court on behalf of Drayner and subsequently won custody of her children.

65. Shortly after Drayner came out of her coma, she was personally interviewed by both Huffman and Deputy Anderson.

66. Drayner informed Huffman and Anderson that she was a working prostitute servicing deputies, yet she was never arrested.

67. Linae King and Linda Smith were both prostitutes employed by Drayner. Huffman interrogated King and Smith before the G/J on May 22, 1975.

68. King admitted that she was a working prostitute for Drayner and had made the same admission to Vice Deputy Marshall Kelsey. Huffman also examined Detective Thomas Steed who testifies that he and Anderson had both interviewed Draynor in the hospital. Please refer to Exhibit 12.

69. In order for Drayner to obtain a license to operate a massage parlor, she could not have a history of prostitution and her application had to be approved by both the sheriff and the D/A.

70. The fundamental operation of Tucker involved sending her prostitutes to work in competing massage parlors in order to get the parlor owners arrested so that they would be put out of business.

She and her girls were having sex with vice cops, police, prosecutor and judges who would later prosecute and hear the cases of the competitors she was trying to put out of business.

As a perk to the law enforcement, the vice cops put the parlors under surveillance in order to conduct counter intelligence activities of businessmen, judges and politicians who's license plate numbers were recorded and identified.

71. Drayner was reissued a license on February 9, 1976. See Exhibit 13.

72. In mid 1976, Anderson sued me for slander because I had claimed that he had illicit relationships with Drayner and other prostitutes.

73. On May 10, 1976, Anderson engaged in oral sex with a prostitute known as Janet Lee Grey. He refused to pay and arrested her. The D/A dismissed the charges against Grey because Anderson was an "accomplice" and because they were two consenting adults. See Exhibit 14.

74. By July 1977, Drayner had been a working prostitute and drug dealer for four years. She had never been arrested. Trial in Anderson vs. White was eminent. Both Drayner and her mother were to be called as hostile witnesses in my defense.

75. On May 5, 1977, Drayner was reissued her massage parlor license. See Exhibit 15.

76. On July 6, 1977, Anderson and his "vice Partner", Joe

Krass, arrested Drayner for possession of drugs. See Exhibit 16.

77. On August 4, 1977, the D/A filed a compliant against Drayner and Christie Lyn Hunter for prostitution, drugs and concealed weapons charges. See Exhibit 17.

Ex-Sheriff's detective, Neil Travers, was employed by my insurance company to investigate Anderson.

79. On September 29, 1976, Neil Travers obtained a declaration from Sandra Lee Thompson, who was offered a "protection" scheme by Anderson but when she became fearful of her safety and complained to the D/A, she was threatened and arrested. See Exhibit 18.

80. On January 16, 1978, Deputy D/A William Howett, who is now a sitting judge, and was endorsed by Miller, Howett dismissed the charges against Dreyner and Hunter, "in the furtherance of Justice". See Exhibit 19.

81. Subsequent to January 16, 1978, HUFFMAN solicited a DEA agent to meet with Drayner and her husband, Eric, who posed as a Chicago "hit man". The "hit Man" introduced himself to the Drayners; and then proposed to beat up two of Drayner's former employees, namely "Cat" (Katheryn and Chirstie Lyn Hunter) for their alleged theft and double crossing Drayner. This was to be done merely as a favor in order to gain the trust of the Drayner's so that they would modify two semi-automatic rifles into sub-machine guns.

The two sub-machine guns were to be exchanged for giving the Drayner's a bomb to blow up an airline passenger plane that Anderson and his partner, Joe Maes, would be flying on to Los Angeles.

As an added free bonus, the "hit man" was also to make a bomb for the Dreyner's to blow up a competing Laundromat known as "Cory's" in the Hillcrest area.

The "hit man" and the D/A arranged for an apartment to be rented in the Clairemont area; arranged for and then hired a professional make-up artist and photographer. Photos of Hunter were then taken, which showed her in a contorted, injured, "bloody" condition.

The "hit man" subsequently showed the photos to the Drayner's and made the Laundromat bomb for them. They took the bomb and blew up the Laundromat.

After the Laundromat was blown up, the "hit man" delivered the second bomb and then collected the modified sub-machine guns. He had supplied the semi-automatic weapons to them in the first place. The Drayner's house had been completely surround by S/D police, sheriff's deputies, DEA agents and ARO's who immediately arrested them.

They were arrested for illegal possession of a snake, bombing the Laundromat; possession of drugs; attempted murder and possession of the machine guns. They were arrested on March 10, 1977. See Exhibit 20.

82. On March 20, 1977, Travers interviewed Drayner at Las Colinas jail; their conversation was being secretly monitored by prison deputies on tape. Drayner admitted receiving "protection" from Anderson in the form of immunity from prosecution, guaranteed licensing and false identities. See Exhibit 21.

83. On May 9, 1978, Drayner's mother, Betty Brown gave Travers a declaration stating that Anderson was giving "protection" to her massage parlor business and the girls working for her. See Exhibit 22.

84. On August 28, 1978, the Draynor's pleaded guilty to bombing the Laundromat and other charges. A notice of appeal was then filed by the Drayner's.

The Drayner's were then released after posting bail bonds of $20,000.00 each. The Drayner's sentencing judge was one of her alleged customers, namely Earl Gilliam. See Exhibit 23.

85. Subsequent to Drayner's guilty pleas on August 28, 1978, she was issued another license by the San Diego Police. She operated with immunity for approximately 10 months, until she was arrested again on about May 27, 1977, for prostitution and dealing in heroin. She posted a $5,500.00 bail bond and was released when her guilty pleas to bombing, drugs and machine guns was still on appeal.

The San Diego police had been "investigating" Draynor for three months before she was arrested. See Exhibit 24.

86. By comparison, the so-called "Roledex Madam" was investigated by San Diego Police, DEA agents, the sheriff, and the

D/A; her bail bond was set at $4,000,000.00. She never dealt in drugs, blew up anything, had no drugs or machine guns and never tried to kill anyone.

Her most serious crime was trying to avoid being prosecuted for prostitution, and was suspected of providing a prostitute for the chief of police, Kollender.

87. Draynor continued to remain free on bail, for a total of 27 months, until the pending slander lawsuit of Anderson vs. White was to be tried in August of 1979. Anderson had sued me for approximately $350,000.00 claiming defamation of character.

88. At the trial of Anderson vs. White, a prostitute testified that she had sex with Anderson. Another prostitute who had had sex with Anderson was in jail in Las Vegas and was therefore unable to testify.

Anderson admitted that he had had 200 or 300 nude massages and his sexual interlude with Janet Grey. The jury tossed a coin, took averages and awarded him approximately $2900.00 in damages plus attorneys; fees.

Betty Jean Drayner had testified that Anderson was a "perfect officer". Anderson's wife, who knew the truth, attended the trial every day and later divorced him.

We were unable to locate the third prostitute who had had sex with Anderson's partner, Detective Kelsey, and claimed that he had "weird sex habits".

We were also unable to locate another prostitute associate of Drayner's who claimed that Deputy D/A "Beanie" Revak had an unusual interest in her.

Deputy D/A Rinston Maino was a close associate of Revak, who along with Huffman, testified on behalf of Anderson as to his credibility and impeccable character. Huffman, Revak and Maino all received judgeships upon the recommendation of D/A Miller.

89. After the Anderson vs. White trial, Drayner and her husband remained free until February 15, 1980, a total of 32 months at which time they were sentenced to five years by Judge Gilliam. Alternatively, they were ordered for psychiatric evaluations based upon the D/A's recommendation. They were subject to reconsideration of sentence. See Exhibit 25. The results of the "reconsideration" are yet unknown.

90. After the firing of Hubert Johnson, he was succeeded by Encil Rains, as chief of Animal Control. Rains had been fired from his job in Queens, New York as president of the Humane Society because of an accounting discrepancy and embezzlement of funds.

91. Rains and Deputy D/A William Howett had me arrested a second time for not having a county permit and "illegal possession of wolves". The D/A subsequently issued a search warrant authorizing ARO's and deputies to break into my house through a rear window under the pretense of searching for evidence of "illegal wolf" possession. The wolves were housed in back yard caging. The California Department of Fish and Game had previously paid me to board and feed a male and female pair of Canadian wolves.

While there with the warrant, various tax records, etc. were stolen. When I complained, I was interviewed by a Sheriff's detective who carried a "hidden wire". The wold charges were later dismissed by the Court.

92. About October 2, 1977, I had reason to believe that unknown persons had caused on e of my animals to escape. I was then arrested again for not having a county permit and not having adequate caging.

93. Prior to trial re: Anderson vs. White, Walsh had made it known that he was going to nominate me for chairman of the Citizens' Watchdog Panel to investigate citizen complaints. Duffy and Miller filed a lawsuit to prevent any of the panel's investigation of Sheriff or D/A complaints. See Exhibit 26.

94. The "investigation" of the caging and "no permit" case was ordered by Daniel Kremer, who subsequently received a judgeship upon the recommendation of Miller. Kremer is now a presiding Justice of the Appellate Court. See Exhibit 27.

95. With the concurrence of Huffman, Kremer selected Deputy A/G Gary Schons, (a reputed master of cover up) to prosecute the "illegal wolf", "no permit" and "escape" cases.

96. Huffman, Howett and Schons subsequently initiated a pre-trial motion in order to determine my "mental competency" and commitment to an asylum.

Prior to the hearing, Huffman and Howett had transmitted my entire complaint file to Kremer and Schons, who used

carefully selected portions of my declarations, as grounds for their motion. See Exhibit 28..

97. Concurrent with the D/A and Schons attempt to have me found mentally incompetent, Schons and the D/A unsuccessfully attempted to commit Davone Terril, a co-defendant in the case of Cowels vs. White.

98. Despite having all my files and evidence re: Jonston Cowels and Anderson, no one connected with the sheriff, D/A or A/G ever interrogated a single adverse witness who was related to any of those cases. They did not have a single shred of evidence to support their "mental incompetency" motion.

99. In 1994, Deputy D/A Keith Burt, while under the supervision of D/A Miller, tried the now infamous Jerry Hartless murder case.

Prior to the trial, Burt and his fellow prosecutors arranged for one Darin Palmer, their star witness, to have frequent sexual encounters in the D/A's offices.

Palmer was a "jailhouse snitch" who was werving time in County jail on unrelated charges. Burt was specifically asked by the court if Palmer had received any special treatment in exchange for his prized testimony for the prosecution.

Burt denied the defenses allegations despite the fact that Palmer had taken numerous nude photographs of himself and a female, with a camera that was lying on the prosecutor's desk.

Deputy A/G Schons, who by now, had whitewashed numerous other cases for the D/A, claimed that there were absolutely no improprieties on behalf of the D/A's office until a story later broke in the San Diego Union Tribune. Burt and Schons were later forced to admit the existence of Palmer's nude photographs. See Exhibit 29.

100. This story of collusion and falsification of evidence has received widespread publicity over the past several years, and so the official findings of Schons are routinely refuted. Even so, Schons has been routinely sought after by various prosecutors for his "special talents." He and his fellow conspirators have never been prosecuted.

101. My pleadings in D020483 have made numerous and frequent references to collusion between Anderson, Huffman, Drayner and Schons. Therefore, I have every reason to believe

that Justice Nares had good cause to believe that Huffman was untruthful and biased when he claimed that he had absolutely no recollection of any circumstances related to me or Betty Jean Tucker Drayner.

102. For all of the above reasons, I also believe that Justice Mares has a bias against me.

I declare under penalty of perjury that the foregoing is true and correct according to the laws of the State of California, and that if called as a witness, I could competently testify to the truth thereof. Executed this fourth day of May, 1999 at El Cajon, California.

_____

Richard White

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Santa Monica, California 90405-1197

(310) 392-8722

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

SECURITY PACIFIC FINANCIAL SERVICES, INC., a corporation, Plaintiff, vs RICHARD E. WHITE aka RICHARD WHITE, JANET B. WHITE aka JANET WHITE, DOES ONE TO TEN, both inclusive, Defendants.	No. 00705440 COMPLAINT Promissory Note

PLAINTIFF COMPLAINS AND ALLEGES THAT:

1. The true names of Defendants, Does One to Ten, both inclusive, are unknown to plaintiff and they are therefore sued herein under the foregoing names, which are fictitious, and upon ascertaining their true names, leave will be asked to amend this complaint by inserting the same.

2. At all times herein mentioned plaintiff was, and now is a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, qualified to carry on business in the State of California in compliance with the California Finance Lenders Law.

3. That on or about October 28, 1993 in the city of San Diego, State of California for valuable consideration, defendants, and each of them, made, executed and delivered to plaintiff their promissory note in writing, bearing date on that date. On December 30, 1994, said defendants entered into a written modification agreement wherein defendants promised to pay the sum of $78,333.79 in monthly installments of $1,043.40 each, commencing January 30, 1995 with interest and charges thereon at the rate of 15.55% per annum.

4. That said note provides that should default be made in the payment of any one installment when due, the entire unpaid balance may be declared immediately due and payable at the option of the holder; that the defendants have defaulted in making the payments as agree, paying only the sum of $129.00 on the principal amount due thereon, and by reason thereof, the entire unpaid balance of said note has been declared due and payable; that despite the fact that demand has been made upon defendants, and each of them, for the balance due on said note, no part thereof has been paid, and there is now due, owing and unpaid from defendants, and each of them, the sum of $78,204.79 since September 28, 1995.

5. That said promissory note was executed and made payable in the County of San Diego, State of California.

6. That the payment of said promissory note is secured by a written deed of trust on certain real property; that plaintiff's security interest in the real property has been rendered valueless by virtue of a foreclosure proceeding by a senior lienholder.

7. Said promissory note provides that in the event suit is commenced to enforce payment thereof, defendants would pay a reasonable sum for attorneys fees; that the sum of $2,454.00 is a reasonable sum as and for attorneys fees in the event this matter proceeds as a default. If this case is contested plaintiff hereby requests the court to award plaintiff such additional fees as may appear reasonable to the court.

WHEREFORE, plaintiff prays judgment against the defendants, and each of them, for the sum of $78,204.79 with interest thereon at the rate of 15.55% per annum from September 28, 1995 plus attorneys fees in the sum of $2,454.00 in the event this matter proceeds as a default or such additional sum as to the court seems reasonable in the event the matter is contested; for costs of suit and such and other and further relief as to the court seems just and proper.

PARIS AND PARIS

BY _____
Attorneys for Plaintiff

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Janet B. White
9856 Eucalyptus Street
Spring Valley, California 91977
(619)697-1200

FILED:
96 DEC 20 PM 3:04

Defendants in Propria Persona

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

SECURITY PACIFIC FINANCIAL) SERVICES, INC., a corporation,) Plaintiff, vs. RICHARD E. WHITE aka RICHARD WHITE, JANET B. WHITE, aka JANET WHITE, DOES ONE TO TEN, both inclusive, Defendants.	Case No. 00705440 ANSWER TO COMPLAINT FOR MONEY

Defendants, RICHARD E. WHITE and JANET B. WHITE, submit their Answer as follows:

1. Admit each and every allegation contained in paragraphs 3 and 5 of the Complaint.

2. Deny on lack of information and belief each and every allegation contained in paragraphs 1, 2, and 4 of the Complaint.

3. In answering paragraph 6 of the Complaint herein, defendants admit that the promissory note was secured by a written Deed of Trust; but deny that plaintiffs; security interest

was made valueless by virtue of a foreclosure proceeding.

4. Defendants admit paragraph 7 that states there is a provision for attorney fees, but deny that $2,454 is a reasonable fee n this proceeding. Defendants also deny that $78,204.79 is now due and owing, plus interest on that amount from September 28, 1995.

AFFIRMATIVE DEFENSES

1. The Complaint fails to state facts sufficient to constitute a cause of action against these answering defendants.

2. The Note should be rescinded or cancelled in its entirety because it was created through the fraud of plaintiff in the following respect; to wit:

a. Plaintiffs misrepresented to defendants that they could proceed with further legal action if property was foreclosed upon.

3. The Note in question should be rescinded/cancelled because of a mutual mistake of fact concerning the amount remaining due to plaintiff because plaintiff failed to defend their equity position at foreclosure sale.

4. Plaintiff's attorney fees have not only been unreasonably calculated, but those fees should not have been applied to this action.

WHEREFORE, defendants pray judgment as follows:

1. That plaintiff take nothing by their Complaint herein:

2. That defendants be awarded their attorney's fees pursuant to Civil Code Section 1717:

3. For costs of suit herein incurred; and

4. For such other and further relief as the Court deems just and proper.

Dated: December 19, 1996.

_____

Richard E. White, Defendant, in propria persona

_____

Janet B. White, Defendant, in propria persona

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FILED:
97 MAR 25
AM 9:54

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

SECURITY PACIFIC FINANCIAL SERVICES, INC., a corporation,	No. 00705440
	NOTICE OF MOTION AND MOTION BY PLAINTIFF FOR SUMMARY JUDGMENT;
vs.	MEMORANDUM OF POINTS AND
RICHARD E. WHITE, et al.,	AUTHORITIES; DECLARATION OF DAVE TORLONE IN SUPPORT THEREOF; SEPARATE STATEMENT OF UNDISPUTED FACTS
	DATE: May 16, 1997
	TIME: 2:00p.m.
	PLACE: Department 44
	DISCOVERY CUT-OFF: NONE SET
	MOTION CUT-OFF:

	)	NONE SET
Defendants.	)	TRIAL DATE: NONE
	)	SET
	)	

TO RICHARD E. WHITE and JANET B. WHITE, DEFENDANTS, IN PRO PER:

PLEASE TAKE NOTICE that the Motion of Plaintiff, Security Pacific Financial Services, Inc., for Summary Judgment on its complaint will be heard on May 16, 1997, at 2:00p.m., in Department 44 of this court, located at 220 West Broadway, San Diego, California 92101.

This motion will be based upon the grounds that there is no defense to plaintiff's single cause of action complaint for breach of promissory note, and that judgment should be entered for plaintiff Security Pacific Financial Services, Inc., and against Richard E. White and Janet B. White.

The motion is based upon this notice, the attached Memorandum of Points and Authorities, the Declaration of Dave Torlone, the Separate Statement of Undisputed Facts filed concurrently herewith, all matters on file herein, matters upon which judicial notice can be taken, and any evidence, oral or written which may be introduced at the hearing.

DATED: Mach 20, 1997

PARIS AND PARIS

BY_____

Attorneys for Plaintiff

JEFFREY A. PARIS, State Bar No. 113527
J. ROBERT FORCE, State Bar No. 154778
PARIS AND PARIS
Paris Law Building
424 Pico Boulevard
Santa Monica, California 90405-1197

(310) 392-8722

Attorneys for Plaintiff

FILED:
MAR 25 1997

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

SECURITY PACIFIC FINANCIAL SERVICES, INC., a corporation, Plaintiff, vs. RICHARD E. WHITE, et al., Defendants.	No. 00705440 MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT DATE: May 16, 1997 TIME: 2:00p.m. PLACE: Department 44 DISCOVERY CUT-OFF: NONE SET MOTION CUT-OFF: NONE SET TRIAL DATE: NONE SET

COMES NOW, the plaintiff Security Pacific Financial Services, Inc., in the above-captioned case and submits this Memorandum of Points and Authorities in support of plaintiff's Motion for Summary of Judgment.

I

FACTUAL BACKGROUND

On or about October 28, 1993 at El Cajon, California, defendants for valuable consideration made, executed and delivered to Security Pacific Financial Services, Inc., a promissory note payable to Security Pacific Financial Services, Ins. Said note was modified on December 30, 1994 wherein defendants promised to pay the principal sum of $78,333.79. The note provides for interest at the rate of 15.55% per annum. Monthly payments of the principal and interest in the amount of $1,043.40 were due under the note beginning January 30, 1995. A true and correct photocopy of the note is attached to the declaration of Dave Torlone as Exhibit "B".

The note was secured by a second deed of trust conveying certain property therein described to S P Escrow Services, Inc., a California corporation, as trustee for Security Pacific Financial Services, Inc., as beneficiary to secure repayment of the note. A true and correct copy of the deed of trust is attached to the Declaration of Dave Torlone, as Exhibit "C" and is incorporated herein by reference.

The deed of trust, attached as Exhibit "C", was subject to a senior deed of trust encumbering the property, recorded with the Official Records of San Diego County.

After giving notice of default and notice of sale as required by law, the senior lienholder proceeded on April 8, 1996 to foreclose the senior trust deed under a power of sale included therein and sold the property at public auction. No portion of the proceeds of the sale remained to be applied on the note after deducting the amount due the senior trust deed and expenses of the sale. See declaration of Dave Torlone.

As a result of the sale of the property by foreclosure of the senior trust deed, the security for the note has become exhausted and worthless without any act on the part of plaintiff.

The proceeds from plaintiff's note were not used for the purchase price for the property. See Declaration of Dave Torlone.

Defendants have defaulted on the note, as defendants did not make the payment due on September 28, 1995 and have made no payments since that time. Defendants currently owe the principal sum of $78,204.79 plus interest at the rate of 15.55% per annum from September 28, 1995 through April 1, 1997 in the amount of $18,325.04 plus the per diem rate of $33.32. A true and correct photocopy of the account ledger is attached to the declaration of Dave Torlone as Exhibit "D" and incorporated herein by reference.

Pursuant to the terms of the note and the default of defendant thereunder plaintiff has declared the entire unpaid balance and the whole thereof, together with interest thereon due, owing and unpaid from defendants to plaintiff.

The note provides that defendants will pay all reasonable attorneys' fees if defendants default on the note. See paragraph 6(e) of the note.

LAW AND MOTION

STATUTORY AUTHORITY FOR SUMMARY JUDGMENT

The plaintiff brings this motion for summary judgment as it is entitled to judgment on its claim as a matter of law.

Summary judgment procedure is drastic and should be used with caution so that it does not become a substitute for trial. Gray v. Reaves, 76 Cal.App.3d 567, 142 Cal.Rptr. 716 (1977); Barco-Prudent, Inc. V. Hampshire Construction Co., 50 Cal.App.3d 64, 1213 Cal.Rptr. 606 (1975). However, if from all of the papers submitted, there exists no triable issue of any material fact, then the moving party is entitled to judgment as a matter of law. California Civil Procedure Code Section 437c(c).

The plaintiff has met its burden of showing there are no triable issues of any material fact and there is no defense to a cause of action if it can prove each element of the cause of action entitling it to judgment on that cause of action. Once the plaintiff has met that burden, the burden shifts to the defendant to show that triable issue of fact exists as to the cause of action or a defense thereto. California Civil Procedure Code Section 473c(o)(1).

In the case before this court, plaintiff is entitled to judgment against defendants on the note which is the subject of this action as there are no material issues of fact as to the liability of defendants.

THE COURT SHOULD GRANT PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AS THERE ARE NO DISPUTED ISSUES OF MATERIAL FACT IN THAT THE DEFENDANTS ARE OBLIGATED TO PAY ON THE NOTE. THEY HAVE DEFAULTED ON THAT OBLIGATION

AND ARE LIABLE TO THE PLAINTIFF AS A MATTER OF LAW

"Ordinarily, one who accepts or signs an instrument, which on its face is a contract, is deemed to assent to all its terms, and cannot escape liability on the ground that he has not read it. If he cannot read, he should have it read or explained to him.: Witkin, Summary of California Law Contract, (9th ed. 1987) Sec. 120, p. 145. See Greve v. Taft Realty Co. (1929) 101C.A. 343, 351,281 P. 641; Security National Trust & Savings Bank v. Loftus, (1933) 129 C.A. 650, 654, 19 P.2d 297.

This case is very simple. It involves the failure of defendants to pay on a promissory note. In order for plaintiff to enforce the obligation which is the subject of this action, plaintiff must simply demonstrate that (1) plaintiff is holder of the note; (2) the note was executed by the defendants; (3) the defendants defaulted on the obligation owing under the note, and(4) the specific amount due and owing to the plaintiff by defendants, including interest and attorneys fees.

THERE IS NO DISPUTE OF ANY MATERIAL ISSUE OF FACT THAT PLAINTIFF IS THE HOLDER AND OWNER OF THE NOTE

Plaintiff is the original holder of the note. As a matter of law, plaintiff is the holder of the note and has the right to enforce payment of the terms of the note and its modification. See declaration of Dave Torlone and Exhibits "A" and "B" attached thereto.

THERE IS NO DISPUTE OF ANY MATERIAL ISSUE OF FACT THAT THE DEFENDANT EXECUTED THE NOTE AND IS OBLIGATED BY THE TERMS AND CONDITIONS OF THE NOTE

Under the Uniform Commercial Code adopted by

California, signatures are presumed valid unless specifically denied in the pleadings. California Commercial Code Section 3308(a). Since defendants have not specifically denied the signatures in the pleadings, the signatures are presumed valid. Under California Commercial Code Section 3308(b), in the event that a signature is admitted or proved, plaintiff is entitled to payment if it can demonstrate a right to enforce payment and the defendant cannot prove an enforceable defense to payment, as is the case here.

THERE IS NO DISPUTE OF ANY MATERIAL ISSUE OF FACT THAT PLAINTIFF IS ENTITLED TO ENFORCE PAYMENT AS THE DEFENDANTS DEFAULTED ON THE ORIGINAL NOTE AND THE TOTAL AMOUNT IS CURRENTLY DUE AND PAYABLE TO PLAINTIFF

The defendants failed to make the payment due September 28, 1995 and have failed to make any payment thereafter. See declaration of Dave Torlone and Exhibit "D" attached thereto.

By the provisions of Section 6(b) and © of the note, failure to make a payment when due constitutes default and grants to the holder the right to accelerate the note and make the entire balance due and payable. As holder, plaintiff is entitled to enforce the terms of the note and receive payment which is now due.

THERE IS NO DISPUTE OF ANY MATERIAL ISSUE OF FACT AS TO THE AMOUNT OF MONEY DUE FROM THE DEFENDANTS TO PLAINTIFF ON THE NOTE

The principal balance due on the note is the amount of $78,204.79 plus interest thereon at the rate of 15.55%. The interest due on the unpaid principal amount is a sum certain and calculable from the note itself. Interest is due from September 28, 1995 through April 1, 1997, in the amount of $18,325.04 and interest continues to accrue at the per diem rate of $33.32. See declaration of Dave Torlone and Exhibit "D" attached thereto. Further, by the terms of Section 6(e) of the note, the defendants are obligated to pay attorneys; fees to the holder of the note incurred in the collection of the note. Plaintiff's request for $2,454.00 in attorneys; fees is reasonable pursuant to Local Rules default schedule.

Plaintiff's motion for summary judgment should be granted as there is no dispute of any material issues of fact as defendants are obligated to pay on the note, they are in default thereon, and they are liable to plaintiff for its damages as a matter of law.

THE COURT SHOULD GRANT SUMMARY JUDGMENT AGAINST THE DEFENDANT. AS THERE ARE NO ISSUES OF MATERIAL FACT AS TO DEFENDANTS LIABILITY

As discussed at length above, plaintiff has met its burden of proof showing that there is no defense to a cause of action since plaintiff has proved each element of its claim for money due on promissory note, thus entitling plaintiff to judgment. Accordingly, summary judgment is proper against defendants.

CONCLUSION

Based on the facts and law and the application of law and fact cited above, plaintiff respectfully requests that this court grant its motion for summary judgment against the defendants and enter judgment in the amounts due based on the evidence presented.

DATED: March 20, 1997

PARIS AND PARIS

By_____

Attorneys for Plaintiff

JEFFREY A. PARIS, State Bar No. 113527
J. ROBERT FORCE, State Bar No. 154778
PARIS AND PARIS
Paris Law Building
424 Pico Boulevard
Santa Monica, California 90405-1197

(310) 392-8722

Attorneys for Plaintiff

FILED:
MAR 25 1997

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

SECURITY PACIFIC FINANCIAL SERVICES, INC., a corporation, Plaintiff, vs. RICHARD E. WHITE, et al., Defendants.	No. 00705440 DECLARATION OF DAVE TORLONE IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT DATE: May 16, 1997 TIME: 2:00p.m. PLACE: Department 44 DISCOVERY CUT-OFF: NONE SET MOTION CUT-OFF: NONE SET TRIAL DATE: NONE SET

STATE OF CALIFORNIA)

)ss
COUNTY OF SAN DIEGO)

The undersigned declares:

1. That he is employed by Security Pacific Financial Services, Inc., as a collection officer. If called upon to testify as to the matters set forth in this declaration, he could and would competently testify thereto, as the facts set forth herein are personally known by him to be true.

2. He is one of the custodians of the books, records and files of Security Pacific Financial Services, Inc., as the books, records and files relate to a loan and credit extended to the defendants Richard E. White and Janet B. White and the circumstances surrounding same. He has personally worked on said books, records and files, and as to the following facts, knows them to be true of his own personal knowledge or has gained such knowledge of them from the business records of Security Pacific Financial Services, Inc., which are made at or about the time of the events recorded and which are maintained in the ordinary causes of business of Security Pacific Financial Services, Inc.

3. The business records of Security Pacific Financial Services, Inc., are carefully prepared to reflect all acts, conditions and events at or near the time said acts, conditions or events occurred. Declarant is familiar with the methods and procedures of compiling and maintaining the data concerning the loans and extensions of credit. He personally knows said methods and procedures are reliable and accurate.

4. On or about October 28, 1993 at El Cajon, California, defendants for valuable consideration, made executed and delivered to Security Pacific Financial Services, Ins., a promissory note payable to Security Pacific Financial Services, Inc. Said note was modified on December 30, 1994 wherein defendants promised to pay the principal sum of $78,333.79. The modification of the note provides for interest at the rate of 15.55% per annum. Monthly payments of the principal and interest in the amount of $1,043.44 were due under the note beginning on January 30, 1995. A true and correct photocopy of the note is attached hereto as Exhibit "A" and made a part hereof. A true and correct copy of the modification is attached hereto as Exhibit "B" and made a part hereof.

5. The note and modification thereof were secured by a third deed of trust, conveying certain property therein described to SP Escrow Services, Inc.. a California corporation, as trustee for Security Pacific Financial Services, Inc., as beneficiary to secure repayment of the note. A true and correct copy of said deed of trust is attached hereto as Exhibit "C" and is incorporated herein by reference.

6. The deed of trust attached as Exhibit "C" was subject to a senior deed of trust encumbering the property, recorded with the Official Records of San Diego County.

7. After giving notice of default and notice of sale as required by law, the senior lienholder proceeded on April 8, 1996 to foreclose the senior trust deed under a power of sale included therein and sold the property at public auction. No portion of the proceeds of the sale remained to be applied on the note after deducting the amount due the senior trust deed and expenses of the sale.

8. As a result of the sale of the property by foreclosure of the senior trust deed, the security for the note has become exhausted and worthless without any act on the part of plaintiff.

9. The proceeds from the note were not used for the purchase price of the property.

10. Defendants have defaulted on the note, as defendants did not make the payment due on Security 28, 1995 and have made no payments due on the note since that time. Defendants currently owe the principal sum of $78,204.79 plus interest at the rate of 15.55% per annum from September 28, 1995 through April 1, 1997 in the amount of $18,325.04 at the per diem rate of $33.32. A true and correct photocopy of the account ledger is attached hereto as Exhibit "D" and incorporated herein by reference.

11. The note provides that defendants will pay all reasonable attorneys; fees if defendants default on the note.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 6th day of March, 1997 at Vista, California.

_____

Dave Torlone, Declarant

Richard E. White
Janet B. White
9856 Eucalyptus Street
Spring Valley, California 91977
(619)697-1200

FILED:
MAY 02 1997

Defendants in Propria Persona

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

SECURITY PACIFIC FINANCIAL SERVICES, INC., a corporation, Plaintiff, vs. RICHARD E. WHITE, et al., Defendants.	Case No. 00705440 SEPARATE STATEMENT OF DISPUTED FACTS IN OPPOSITION TO MOTION FOR SUMMARY JUDGMENT. Date: 05/16/97 Time: 2:00 p.m. Dept: 44 I/C Judge: Anthony C. Joseph Trial Date: none set.

Defendants RICHARD E. WHITE and JANET B. WHITE hereby submit the following separate statement of disputed facts in opposition to plaintiff's motion for summary judgment.

1. Plaintiff's misrepresentations Declaration of Richard E.

about the note induced defendants to execute the note.

2. Plaintiff's employees' conduct prevented defendants from discovering the falsity of plaintiff's employees' misrepresentations.

White and Janet B. White Dated May 2, 1997.

Declaration of Richard E. White and Janet B. White dated May 2, 1997.

Dated: May 2, 1997

RICHARD E. WHITE

JANET B. WHITE

SUPERIOR COURT OF CALIFORNIA, COUNTY SAN DIEGO
case no 705440 clerk Doreen Cadava
date of hearing 05/16/97 time : 02:00 PM Hon. Anthony C. Joseph plaintiff/petitioner defendant/respondent
Security Pacific Financial Service Richard E. White, et al.
attorney for plantiff attorney for defendant
Reynold Paris (1) Richard E. White
1. PLAINTIFF TELE: SJ
this matter having come before the court this date, the court orders:

In the matter of Security Pacific Financial Services v. Richard E. White et al., case number 705440, the Honorable Anthony C. Joseph presiding, the court's tentative ruling is as follows:

The motion for summary judgment filed by plaintiff Security Pacific Financial Services, Inc. is granted. Security Pacific has met its burden by producing admissible evidence on each of the laments of the cause of action. (Security Pacific Separate Statement, Undisputed Fact Nos. 7-12.) Defendants have failed to show the existence of a triable issue of material fact. Defendants' understanding of the meaning of the note is in direct contradiction to the note itself. As a matter of law, defendants cannot defend a claim based on a theory of alleged oral or implied agreement that they would not be personally liable as evidence of such an agreement contradicts the terms of the written agreements and is inadmissible. (Slivinsky v. Watkins Johnson Co. (1990) 221 Cal.App.3d 799, 804-806; Haggard v. Kimberly Quality Care (1995) 39 /Cal.App.4th 508,520.) The parol evidence rule therefore, bars their testimony as to the contemporaneous statements of the loan company employees. The fraud exception to the paroil evidence rule does not apply as the evidence sought to be introduced is of a fraudulent promise which directly contradicts the express terms of the integrated written agreement. (Bank of America etc. Assn. v. Pendergrass (1935) 4 Cal.2d 258;Simmons v. Cal. Institute of Technology (1949) 34 Cal.2d 264, 274-275;cf Continental Airlines, Inc. v. McDonnell Douglass Corp. (1989) 216 Cal.App.3d 388,418-42; Alling v. Universal Manufacturing Corp. (1992) 5 Cal.App.4th 1412, 1436-1437.)

The tentative ruling shall become the final order of the court

nunc pro-tunc, effective on the date the telephonic ruling was issued, in the event (1) oral argument is not requested, or is requested in an untimely manner; or (2) the court confirms the telephonic ruling after oral argument.

Dated: 05/16/97

Anthony C. Joseph
Judge of the supreme court

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

The undersigned declares:

That the undersigned is one of the attorneys of record for the plaintiff in this action.

That the within action does not come within the provisions of the Unruh Act or Rees-Levering Act.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: November 4, 1996, at Santa Monica, California

J.....Paris
Reynold F. Paris, Declarant

JEFFREY A. PARIS, State Bar No. 113527
J. ROBERT FORCE, State Bar No. 154778
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424 Pico Boulevard
Santa Monica, California 90405-1197

(310) 392-8722

Attorneys for Plaintiff

FILED:
MAR 25 1997

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

SECURITY PACIFIC FINANCIAL SERVICES, INC., a corporation, Plaintiff, vs. FREDERICK A. BAKER, et al., Defendants.	No. 00704550 SEPARATE STATEMENT OF UNDISPUTED FACTS IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT DATE: May 16, 1997 TIME: 2 : 00 p.m. PLACE: Department 44 DISCOVERY CUT-OFF: NONE SET MOTION CUT-OFF: NONE SET TRIAL DATE: NONE SET

Plaintiff, Security Pacific Financial Services, Inc., hereby submits the following separate statement of undisputed facts in support of plaintiff's motion for summary judgment.

1. On or about October 28, 1993 at El Cajon, California, defendants executed a promissory note payable to Security Pacific Financial Service, Inc.. A written modification was entered into on December 30, 1994 wherein defendants promised to pay the principal sum of $78,333.79	
2. The note provides for interest at the rate of 15.55% percent per annum.	Declaration of Dave Torlone at 11:25; exhibit "A"
3. Monthly payments in the amount of $1,043.40 were due commencing January 30, 1995.	Declaration of Dave Torlone at 11:26; Exhibit "A"
4. The note was secured by a third deed of trust.	Declaration of Dave Torlone at 12:3-4; Exhibit "B"
5. The deed of trust was subject to a senior deed of trust encumbering the property.	Declaration of Dave Torlone at 12:11
6. The senior lienholder foreclosed on the senior trust deed on April 8, 1996 under a power of sale included in said trust deed.	Declaration of Dave Torlone at 12:13-19
7. No portion of he proceeds of the sale remained to be applied on the note after deducting the amount due the senior trust deed and expenses of sale.	Declaration of Dave Torlone at 12:16-19
8. As a result of the sale of the property by foreclosure of the senior trust deed, the security for the note became exhausted and worthless without any act on the part of the plaintiff.	Declaration of Dave Torlone at 12:20-23

9. The proceeds from the note were not used for the purchase price of the property.	Declaration of Dave Torlone at 12:24-25
10. Defendants defaulted on the note as they have not made the payment due since September 25, 1995, or any since that time.	Declaration of Dave Torlone at 12:26-28
11. Defendant currently owes the principal sum of $78,204.79 plus interest at the rate of 15.55% per annum from September 28, 1995 through April 1, 1997 in the amount of $18,325.04 at the per diem rte of $33.32.	Declaration of Dave Torlone at 13:1-6; Exhibit "D"
12. The note provides that defendant will pay all reasonable attorneys fees if defendant defaults on the note.	Declaration of Dave Torlone at 13:7-8; Exhibit "A"

Dated: March 20, 1997

PARIS AND PARIS

BY

_____

Attorneys for Plaintiff

RICHARD E. WHITE
JANET B. WHITE
9856 Eucalyptus Street
Spring Valley, California 91977
(619) 697-1200

FILED:
MAY 02 1997

Defendants in Propria Persona

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

SECURITY PACIFIC FINANCIAL SERVICES, INC., a corporation,	Case No. 000705440
Plaintiff,	DEFENDANTS' DECLARATION IN OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT
-vs-	
RICHARD E. WHITE, et al.,	Date: 05/16/97
Defendants.	Time: 2:00 p.m. Dept: 44 I/C Judge: Anthony C. Joseph Trial Date: none set

RICHARD E. WHITE and JANET B. WHITE, declare as follows:

1. We are husband and wife and are the defendants in this case. The facts stated in this Declaration are within our personal knowledge and true of our own knowledge and, if sworn as witnesses, we could testify competently thereto.

2. At the time of execution of plaintiff's note, and although we were available to execute it during plaintiff's normal business hours and under normal circumstances, plaintiff's loan personnel did not notify us to come in to execute the note and trust deed until right before the close of their business for the day and told us that if we did not come in that day, they would not make us the loan.

As a result, we had no time to read the documents which plaintiff's loan personnel required us to sign. Even to sign the note and related papers kept us at plaintiff's bank branch well after it closed for the day.

3. Although we did not have time to read the loan documents, we did ask plaintiff's loan employees whether or not, if the loan went into default , we would be personally liable for its payment, and were informed by plaintiff's employees that plaintiff would foreclose its note against the property and would obtain repayment through the foreclosure sale of the property, and not from us personally. In reliance on that representation from plaintiff's employees' statements that plaintiff would look solely to the property for repayment of its loan in the event of default, we would not have signed the note.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at San Diego, California, on May 2, 1997.

S/ RICHARD E. WHITE
RICHARD E. WHITE

S/ JANET B. WHITE
JANET B. WHITE

RICHARD E. WHITE
JANET B. WHITE
9856 Eucalyptus Street
Spring Valley, California 91977
(619) 697-1200

FILED:
MAY 02 1997

Defendants in Propria Persona

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

SECURITY PACIFIC FINANCIAL SERVICES, INC., a corporation,	Case No. 000705440
Plaintiff,	MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO MOTION FOR SUMMARY JUDGMENT
-vs-	
RICHARD E. WHITE, et al.,	Date: 05/16/97
Defendants.	Time: 2:00 p.m. Dept: 44 I/C Judge: Anthony C. Joseph Trial Date: none set

I

SUMMARY JUDGMENT SHOULD BE DENIED

As shown by the defendants' declaration filed herewith, the misrepresentations of plaintiff's employees that plaintiff would recover its unpaid balance from foreclosure and sale of the property, rather than from defendants personally, induced defendants to execute the note to plaintiff, and the conduct of plaintiff's employees in notifying defendants only at the last moment to come in and sign plaintiff's note and in requiring

defendants to execute the note without sufficient time to read it prior to signing it prevented defendants from discovering the falsity of the misrepresentations of plaintiff's employees that defendants would not be personally responsible for payment of the note, and that plaintiff would look to the property for its repayment.

Summary judgment should be denied unless there are not triable issues of material fact. California Code of Civil Procedure. section 437c

Defendants are entitled to a trial on their claims that they were defrauded into signing plaintiff's note which is the subject of this lawsuit.

Dated: May 2, 1997

Respectfully submitted,

S/ RICHARD E. WHITE
RICHARD E. WHITE

S/ JANET B. WHITE
JANET B. WHITE

FEFFREY A. PARIS, State Bar No. 113527
J. ROBERT FORCE, State Bar No. 154778
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(310) 392-8722

Attorneys for Plaintiff

FILED:
MAY -8 1997

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

SECURITY PACIFIC FINANCIAL SERVICES, INC., a corporation, Plaintiff, -vs- RICHARD E. WHITE, et al., Defendants.	Case No. 000705440 Assigned to Anthony C. Joseph EVIDENTIARY OBJECTIONS TO DECLARATION OF RICHARD E. WHITE AND JANET B. WHITE DATE: May 16, 1997 TIME: 2:00 p. m. PLACE: Department 44 DISCOVERY CUT-OFF: NONE SET MOTION CUT-OFF: NONE SET TRIAL DATE: NONE SET

Security Pacific Financial Services, Inc., hereby objects to the declaration of Richard E. white and Janet B. White as follows:

1. 1:23-28 and 2:1 "at the time of execution of plaintiff's

note, and although we were available to execute it during plaintiff's normal business hours and under normal circumstances, plaintiff's loan personnel did not notify us to come in to execute the note and trust deed until right before the close of their business for the day and told us that if we did not come in that day , they would not make us the loan."

Objection. Evidence Code Section 350. Irrelevant. Lack of foundation as to the identity of plaintiff's personnel.

2. 2:1-4: "As a result, we had not time to read the documents which plaintiff's loan personnel required us to sign. Even to sign the note and related papers kept us at plaintiff's bank branch well after it closed for the day."

Objection. Evidence Code section 350. Irrelevant.

3. 2:5-16: "Although we did not have time to read the loan documents, we did ask plaintiff's loan employees whether or not, if the loan went into default, we would be personally liable for its payment, and were informed by plaintiff's employees that plaintiff would foreclose its note against the property and would obtain repayment through the foreclosure sale of the property, and not from us personally. In reliance on that representation from plaintiff's employees, we signed the note and deed of trust and other documents presented to us by plaintiff. But for plaintiff's employees' statements that plaintiff would look solely to the property for repayment of its loan in the event of a default, we would not have signed the note."

Objection. Evidence Code Section 350. Irrelevant; The parole evidence rule bars extrinsic evidence of prior contemporaneous agreements to add to or modify the terms of an integrated written instrument unless there is fraud which has not been alleged. See FPI Development, Inc., v. Nakashima (1991) 231 Cal.Ap/3d 367,282 Cal.Rptr. 508.

DATED: May 7, 1997

PARIS AND PARIS

BY_____
Attorneys for Plaintiff

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(310) 392-8722

Attorneys for Plaintiff

FILED:
MAY-8 1997.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

SECURITY PACIFIC FINANCIAL SERVICES, INC., a corporation,	Case No. 000705440
	REPLY TO OPPOSITION TO MOTION FOR SUMMARY JUDGMENT
Plaintiff,	
	DATE: May 16, 1997
	TIME: 2:00 p. m.
-vs-	PLACE: Department 44
	DISCOVERY CUT-OFF: NONE SET
RICHARD E. WHITE, et al.,	MOTION CUT-OFF: NONE SET
Defendants.	TRIAL DATE: NONE SET

Security Pacific Financial Services, Inc. hereby replies to the opposition of defendants to the motion for summary judgment as follows:

1. The declaration of defendants is an improper attempt to introduce parol evidence as to the terms of the written promissory note and deed of trust and is therefore inadmissible. Because there is no admissible evidence submitted by the defendants, there are

not triable issues of material fact and this motion must therefore be granted;

2. California law allows a foreclosed holder of a junior deed of trust to directly sue the makers of the underlying promissory note.

THE SOLE OPPOSITION TO THE MOTION FOR SUMMARY JUDGMENT IS A DECLARATION ATTEMPTING TO INTRODUCE EXTRINSIC ORAL EVIDENCE WHICH IS BARRED BY THE PAROL EVIDENCE RULE

"Terms set forth in a writing by the parties as a final expression of their agreement with respect to such terms as are included therein may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement." See California Code of Civil Procedure Section 1856(a) and Havter Trucking , Inc., v. Shell western E & P, Inc. (1993) 18 Cal.App.4th 1, 13-14, 22 Cal.Rptr.2d 229, 237.

The law presumes that a written contract supersedes any prior or contemporaneous oral agreements and that where the writing is integrated, this presumption con not be overcome. See Wagner v. Clendale Adventisut Med. Center (1989) 216 Cal.App.3d 1379, 1385, 265, Cal.Rptr. 412, 416.

Defendants' sole opposition to the motion for summary judgment is the claim that at the time they executed the promissory note and deed of trust, they did not read the documents and were told by plaintiff's representatives that they would not be held personally liable in the event of a default.

Here, the terms of the contract are set forth in writing and therefore the terms of the contract are as set forth in those writings, which are attached to the declaration of Dave Torlone as Exhibits A, B and C. It should also be noted that the de defendants executed the modification of the agreement on December 30, 1994, over a year after the initial loan on October 28, 1993.

The defendants voluntarily entered into this agreement and are legally bound by the terms thereof.

As the only evidence offered is extrinsic oral evidence which is barred by the parole evidence rule as set forth above, there are no triable issues of material fact set forth in opposition to this motion and therefore it must be granted.

CALIFORNIA LAW ALLOWS FOR A SOLD OUT JUNIOR DEED OF TRUST HOLDER TO OBTAIN JUDGMENT ON ITS PROMISSORY NOTE

In California, a second trust deed holder may properly bring an action to recover the unpaid balance due under its promissory note, not with standing the prior foreclosure sale by the senior lienor. /see Hidden v. soule (1935) 7 Cal.App.2d 45.

Moreover, as the Court stated in Roseleaf Corp. V. Chieringhino (1963) 27 Cal.Rptr. 873, 59 Cal. 2d 35;

> "The position of a junior lienor whose security is lost through a senior sale is different from that of a selling senior lienor." (Page 41.) (Emphasis added).

And the relevant statues have

> "...not limited such judgments when sought by non-selling junior lienors." (Page 40). (Emphaiss Added).

See also Investcal Realty corporation v. Edgar H. Mueller Const. Co., (1956) 247 Cal.App. 2d 190 and Giandeini v. Ramirez (1936) 11 Cal.App. 469, 472.

If the property is sold pursuant to the foreclosure of a senior encumbrance, the security of a junior lien thereby becomes valueless and the junior lienor of a non-purchase money lien can sue the trustor directly without foreclosure 1 Cal. RE Rev 488.

Accordingly, plaintiff may properly recover the balance due and owing on the promissory note from these defendants.

CONCLUSION

Based upon the foregoing, the motion for summary judgment filed by the plaintiff, the declarations in support thereof and the separate statement filed concurrently therewith, as there is no triable issue of material fact, plaintiff respectfully requests that

this motion for summary judgment be granted as prayed.

DATED: May 7, 1997

PARIS AND PARIS

BY_____
Attorneys for Plaintiff

RICHARD E. WHITE
JANET B. WHITE
9856 Eucalyptus Street
Spring Valley, California 91977
(619) 697-1200

FILED: MAY-9 1997

Defendants in Propria Persona

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

SECURITY PACIFIC FINANCIAL SERVICES, INC., a corporation,	Case No. 000705440
Plaintiff,	AMENDED MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO MOTION FOR SUMMARY JUDGMENT.
-vs-	
RICHARD E. WHITE, et al.,	Date: May 16, 1997 Time: 2:00 p.m. Dept: 44
Defendants.	I/C Judge: Anthony C. Joseph Trial date: None set

I

RIGHT TO AMEND PLEADING

CCP 472 provides that a pleading can be amended at any time; prior to filing of answer.

II

CONTRACT IS INVALID BECAUSE INTENT WAS NOT FREELY COMMUNICATED

In order for a contract to be valid, "the consent of the parties to a contract must be: free, mutual, and communicated by each to the other". CC1565 (1) *2) (3).

III

WRITTEN PORTION OF CONTRACT WAS EXACTLY OPPOSITE TO ORAL AGREEMENT

"A contract must be lawful,...reasonable,...and without violating the intention of the parties" CC1643.

IV

WRITTEN CONTRACT WAS QUALIFIED AND INSEPARABLE FROM ORAL AGREEMENT

Security Pacific qualified the agreement by representing to defendants that no liability would follow in the event of an unforseen foreclosure action; which was inseparable from the original contract. "An acceptance (of contract) must be absolute and unqualified.....A qualified acceptance is a new proposal" CC1585:

V

DEFENDANTS CONTRACT LIABILITY MUST BE DISREGARDED

Plaintiff's contention within contract claiming defendants continuing liability upon foreclosure action does not express real intention of mutual consent of parties; and therefore continuing liability portion of contract upon defendants must be disregarded.

CC1640. "Fraud, Mistake, or Accident Obscuring Intent.

When, through fraud, mistake, or accident, a written contract fails to express the real intention of the parties, such intention is to be regarded, and the erroneous parts of the writing disregarded. Leg.H.1872"

VII

DEFENDANTS WERE FRAUDULENTLY INDUCED INTO CONTRACT

Actual fraud was committed by Security Pacific in consumating the contract: and through the use of deciet, induced defendants into the agreement.

CC1572. "Actual Fraud.

Actual fraud, within the meaning of this chapter, consists in any of the following acts, committed by a party to the contract, or with his connivance, with intent to deceive another party thereto, or to induce him to enter into the contract:

1. The suggestion, as a fact, of that which is not true, by one who does not believe it to be true;

3. The suppression of that which is true, by one having knowledge or belief of the fact;

4. A promise made without any intention of performing it: or,

5. Any other act fitted to deceive. Leg.H.1872".

VIII

PLAINIFFS PREVENTED ORAL AGREEMENTS' WRITTEN ENTRY INTO CONTRACT

Security Pacific prevented the oral agreement between parties; from being put in writing; and led defendants to believe the oral agreement was part of the written contract; which it was not. Therefore defendants have the right to enforce the contract against the fraudulent party.

CC1623. "Writing Prevented by Fraud or Misprepresentation That Writing Exists.

Where a contract, which is required by law to be in writing, is prevented from being put into writing by the fraud of a party thereto, any other party who is by such fraud led to believe that it is in writing and acts upon such belief to his prejudice, may enforce it against the fraudulent party. Leg.H 1872".

IX

PLAINTIFFS CONTRACT IS NOW VOID

The consideration of continuing liability upon defendants was fraudulently conceived by Security Pacific; and therefore the entire contract is void

CC1608. "Illegality, Partial and Total.

If any part of single consideration for one or more objects, or of several considerations for a single object, it unlawful, the entire contract is void. Leg.H".

X

CONTRACT IS VOID IF IT DEPRIVES DEFENDANTS OF CIVIL RIGHTS

Fraudulent, contract and Motion for summary judgement; which was conceived by Security Pacific; unlawfully deprives defendants of property and Constitutional Right to fair trial. Therefore, contract can be adjudged void, or canceled.

CC3412. "Void or Voidable Instrument.

A written instrument, in respect to which there is reasonable apprehension that if left outstanding it may cause serious injury to a person against whom it is void or voidable, may, upon his application, be so adjudged, and ordered to be delivered up or canceled. Leg.H. 1872".

XI

SUMMARY JUDGMENT SHOULD BE DENIED

As shown by the defendants' declaration filed herewith, the misrepresentations of plaintiff's employees that plaintiff would recover its unpaid balance from foreclosure and sale of the property, rather that from defendants personally, induced defendants to execute the note to plaintiff, and the conduct of plaintiff's employees in notifying defendants only at the last moment to come in and sign plaintiff's note and in requiring defendants to execute the note without sufficient time to read it prior to signing it prevented defendants fro discovering the falsity of the misrepresentations of plaintiff's employees that defendants would not be personally responsible for payment of the note, and that plaintiff would look to the property for its repayment.

Defendants are entitled to a trial on their claims that they were defrauded into signing plaintiff's note which is the subject of this lawsuit.

In addition, there are triable issues of material fact, which involve contract validity; lawfulness; mutual consent; Constitutional Rights of Property/and Fair Trial.

Summary judgment should be denied unless there are not triable issues of material fact. California Code of Civil Procedure, Section 437c.

Dated: 5/8/97
S/ RICHARD E. WHITE
RICHARD E. WHITE

Respectfully submitted,
S/JANET B. WHITE
JANET B. WHITE

RICHARD E. WHITE
JANET B. WHITE
9856 Eucalyptus Street
Spring Valley, California 91977
(619) 697-1200

Defendants in Propria Persona

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

SECURITY PACIFIC FINANCIAL SERVICES, INC., a corporation, Plaintiff, -vs- RICHARD E. WHITE, et al., Defendants.	Case No. 000705440 MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO MOTION FOR SUMMARY JUDGEMENT. Date: 05/16/97 Time: 2:00 p.m. Dept: 44 I/C Judge: Anthony C. Joseph Trial date: None set

I

SUMMARY JUDGMENT SHOULD BE DENIED

As shown by the defendants' declaration filed herewith, the misrepresentations of plaintiff's employees that plaintiff would recover its unpaid balance from foreclosure and sale of the property, rather than from defendants personally, induced

defendants to execute the note to plaintiff, and the conduct of plaintiff's employees in notifying defendants only at the last moment to come in and sign plaintiff's note and in requiring defendants to execute the note without sufficient time to read it prior to signing it prevented defendants from discovering the falsity of the misrepresentations of plaintiff's employees that defendants would not be personally responsible for payment of the note, and that plaintiff would look to the property for its repayment.

Summary judgment should be denied unless there are not triable issues of material fact. California Code of Civil Procedure, Section 437c

Defendants are entitled to a trial on their claims that they were defrauded into signing plaintiff's note which is the subject of this lawsuit.

Dated: May 2, 1997

Respectfully submitted,

S/ RICHARD E. WHITE
RICHARD E. WHITE

S/ JANET B. WHITE
JANET B. WHITE

RICHARD E. WHITE
JANET B. WHITE
9856 Eucalyptus Street
Spring Valley, California 91977
(619) 697-1200

Defendants in Propria Persona

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

SECURITY PACIFIC FINANCIAL SERVICES, INC., a corporation,	Case No. 000705440
Plaintiff,	SEPARATE STATEMENT OF DISPUTED FACTS IN OPPOSITION TO MOTION FOR SUMMARY JUDGMENT
-vs-	Date: 05/16/97 Time: 2:00 p.m. Dept: 44
RICHARD E. WHITE, et al., Defendants.	I/C Judge: Anthony C. Joseph Trial date: None set

Defendants RICHARD E. WHITE and JANET B. WHITE hereby submit the following separate statement of disputed facts in opposition to plaintiff's motion for summary judgment.

1. Plaintiff's misrepresentations about the note induced defendants to execute the note.	Declaration of Richard e. White and Janet B. white dated May 2, 1997
2. Plaintiff's employees' conduct prevented defendants from discovering the falsity of plaintiff's employees' misrepresentations.	Declaration of Richard E. White and Janet B. White dated May 2, 1997

Dated: May 2, 1997

S/RICHARD E. WHITE
RICHARD E. WHITE

S/JANET B. WHITE
JANET B. WHITE

EDWIN L. MILLER, JR.
District Attorney
HENRY R. MANN
Deputy District Attorney
7002 County Courthouse
San Diego, California 92101
236-2370

Attorneys for the Office of the District Attorney

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

HUBERT C. JOHNSTONE, et al.,)
No. 370479

)

Plaintiffs,
)

v.)

)

)

RICHARD WHITE, et al.,)

)

Defendants.

)

)

_____)

)

WILLIAM J. COWELS, et al.)

)

No. 374094

)

Plaintiffs,

)

)

v.

)

)

RICHARD WHITE, et al.,)

)

Defendants.

)

)

_____)

RANDALL A. ANDERSON,

Plaintiff,

v.

RICHARD WHITE, et al.,

Defendants.

No. 397708

CLAIM OF PRIVILEGE

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

I, RICHARD D. HUFFMAN, declare that:

1.

I am the Chief Deputy District Attorney, representing the District Attorney of the County of San Diego as Custodian of Records of the type requested in the Subpena Duces Tecum Re Deposition and Declaration in Support of Subpoenas Duces Tecum dated March 27, 1978, and Declaration in Support of Subpoenas Duces Tecum dated May 8, 1978, filed in the above-entitled action.

2.

I am authorized by the District Attorney of the County of San Diego to claim a privilege against disclosure of the information requested in the Subpena Duces Tecum under California Evidence Code Section 1040.

3.

There is a necessity for preserving the confidentiality of the documents, writings, files, records, reports, notes, minutes, letters, recordings, complaints and material which are in the possession of the District Attorney of the County of San Diego and which conform to the description of certain material sought in the Subpena Duces Tecum Re Deposition and Declarations in Support of Subpoenas Duces Tecum filed herein.

4.

The information that is contained in the material described in paragraph 3 of this Declaration was acquired in confidence by a public employee in the course of his duties and is not open and has not been officially disclosed to the public.

5.

The District Attorney of the County of San Diego claims the privilege against disclosure of the information requested in the Subpena Duces Tecum Re Deposition and Declaration in Support of Subpoenas Duces Tecum filed in this action regarding the records of the District Attorney of the County of San Diego, under California Evidence Code Section 1040.

6.

The District Attorney of the County of San Diego requests a hearing in camera under

California Evidence Code Section 915 to determine the privilege under Evidence Code Section 1040.

I declare under penalty of perjury the foregoing is true and correct.

Executed at San Diego, California, on May 18, 1978.

_____

RICHARD D. HUFFMAN

_____

BOARD OF SUPERVISORS PUBLIC DOCUMENTS

INDEX OF GRAND JURY RECORDS

DOCUMENT #	DATE	DESCRIPTION
1	8/6/75	Letter to General Louis Mezger, Foreman, San Diego County Grand Jury, from Richard D. Huffman, Chief Deputy District Attorney
2	7/30/75	Autopsy Report by Dr. Losada of the Office of the Coroner
3	10/28/75	Letter to John F. Duffy, Sheriff, from Louis Metzger, Foremean, San Diego County Grand Jury
4	11/5/75	Memo to Board of Supervisors from Jack Walsh, First District Supervisor, re jail advisory committees
5	12/16/75	Memo to Civil Service Commission from County Counsel re citizens' charges against Deputy Mayer Sheriffs Cowels, and Howers
6	12/29/75	Memo to Board of Supervisors from Civil Service

		Commission re:complaint by Richard E. White against Sheriff'spersonnel in arrest of Michael G. Nolan
7.	2/9/76	Memo to County Counsel from Edwin L. Miller, Jr., District Attorney, re proposed ordinance -Citizens' Review Panel
8	2/24/76	Ordinance
9	6/22/76	Memo to Board of Supervisors from Director of Personnel re Civil Service Commission response on Russell Chamberlain death
10	7/21/76	Letter to Clerk of the Board of Supervisors from United States Attorney re Russell Lee Chamberlain
11	12/22/76	Letter to Board of Supervisors from County Counsel re release of Grand Jury transcript
12	3/16/77	Letter to Board of Supervisors from County Counsel re attached draft Bill to require Attorney General to

13	3/28/7	investigate deaths at a county jail Memo to Board of Supervisors from John F. Duffy, Sheriff, re proposed legislation re the Attorney General

EXHIBIT "A"

BOARD OF SUPERVISORS PUBLIC DOCUMENTS

INDEX OF ANIMAL REGULATION DEPT. RECORDS

DOCUMENT #	DATE	DESCRIPTION
		18/16/74Letter to Michael Carpenter Deputy District Attorney, El Cajon, CA. From Judge Donald W. Smith, Municipal Court, El Cajon, CA. Re People v. Dick White
2	2/6/75	Letter to F. J. Bloomingdale, Esq. And Robert G. Berrey, County Counsel, from Judge Robert W. Conyers, Superior Court, re Ann Sharisse Krohn v. County of San Diego, et al.
3	3/2/75	Order of Removal (Russell H. Schmidt, Chief of animal Regulation)
4	3/10/75	Letter to Board of Supervisors from County Veterinarian re request for legal representation by County Counsel
5	3/18/75	Board of Supervisors Minutes No. 60 and 3/24/75 memo re same

6	4/9/75	Letter to Board of Supervisors from County Counsel re request of the County Veterinarian for legal counsel to represent him and the Chief hearings before the Civil Service Commission
7	4/22/75	Board of Supervisors Minutes No. 82
8	5/13/75	Board of Supervisors Minutes No. 87
9	4/29/75	Board of Supervisors Minutes No. 5
10	4/23/75	Memo to Chief Administrative Officer from Clerk of the Board of Supervisors ordering action held in abeyance re #6 above
11	5/28/75	Memo to Chief Administrative Officer from Clerk of the Board of Supervisors re findings of Board in proceeding against Russell Schmidt
12		Request by Richard E. White to speak in opposition to 17
13	4/28/75	Notice of Charges and Right to Answer

14	4/30/75	Letter to Board of Supervisors from Russell Schmidt, Chief of Animal Regulation, re request for defense by County
15	4/30/75	Same as #14 without signature
16		Pages 2 and 3 regarding allegations (signed by H.C.Johnstone, County Veterinarian)
17	4/29/75	Board of Supervisors Minutes No. 97
18	5/1/75	Memo to Chief Administrative Officerfrom Clerk of the Board of Supervisors re #10 above
19	5/8/75	Letter to Chairman and Members of Civil Service Commission from W.O. Speckmann, Animal Regulation District Supervisor

INDEX OF DOCUMENTS FROM CIVIL SERVICE COMMISSION

Re: W. J. Cowels & M. S. Meyer

1. CITIZENS CHARGES AND ORDER OF REMOVAL WITH ATTACHED EXHIBITS DATED FEBRUARY 6, 1976.

2. LETTERS TO CIVIL SERVICE COMMISSION FROM MARK MEYER AND WILLIAM COWELS RE ALLEGATIONS MADE BY RICHARD E. WHITE DATED FEBRUARY 18, 1976.

3. MEMO TO WILLIAM D. WINTERBOURNE, DIRECTOR OF PERSONNEL, FROM JOHN F. DUFFY, SHERIFF, RE CITIZEN COMPLAINT BY R. E. WHITE DATED MARCH 10, 1976.

4. MEMO TO CIVIL SERVICE COMMISSION FROM COUNTY COUNSEL RE CITIZEN'S CHARGES AGAINST DEPUTY SHERIFFS W. J. COWELS AND M. S. MEYER DATED MARCH 24, 1976.

5. MEMO TO CIVIL SERVICE COMMISSION FROM WILLIAM D. WINTERBOURNE RE RICHARD WHITE'S CITIZEN COMPLAINT - SHERIFF'S DEPARTMENT DATED MAY 4, 1976.

6. MEMO TO WILLIAM WINTERBOURNE, SECRETARY OF THE CIVIL SERVICE COMMISSION, FROM COUNTY COUNSEL RE CITIZEN CHARGES AGAINST COWELS AND MEYER DATED MAY 6, 1976.

7. MEMO TO W. J. COWELS, M. S. MEYER, COUNTY COUNSEL; SHERIFF DUFFY, AUDITOR & CONTROLLER; ATTORNEY ROBERT T. THIESSEN FROM WILLIAM D. WINTERBOURNE RE CITIZEN CHARGES AGAINST COWELS AND MEYER DATED MAY 6, 1976.

8. MEMO TO WILLIAM D. WINTERBOURNE, DIRECTOR OF PERSONNEL, FROM JOHN F. DUFFY, SHERIFF, RE CITIZEN CHARGES AGAINST DEPUTIES COWELS AND MEYER DATED MAY 10, 1976

EXHIBIT "B"

INDEX OF DOCUMENTS FROM CIVIL SERVICE COMMISSION

Re: CITIZEN COMPLAINTS FILED BY RICHARD WHITE AGAINST ANIMAL REGULATION PERSONNEL

1. LETTER TO CIVIL SERVICE COMMISSION FROM JAMES M. MOON RE CITIZEN COMPLAINT FILED BY RICHARD E. WHITE DATED JANUARY 31, 1975.

2. LETTER TO CIVIL SERVICE COMMISSION FROM RICHARD E. WHITE DATED FEBRUARY 11, 1975

3. LETTER TO CIVIL SERVICE COMMISSION FROM COUNTY COUNSEL RE CITIZEN'S CHARGES FILED BY RICHARD E. WHITE DATED FEBRUARY 13, 1975.

4. ORDER OF REMOVAL WITH ADDENDUM DATED MARCH 2, 1975.

5. LETTER TO PAYROLL CLERK AT COUNTY VETERINARIAN OFFICE FROM RICHARD E. WHITE DATED MARCH 10, 1975.

6. LETTER TO DIRECTOR OF PERSONNEL FROM COUNTY VETERINARIAN RE RULES FOR DETERMINING CHARGES FILED BY CITIZENS DATED MAY 6, 1975.

7. LETTER TO WILLIAM D. WINTERBOURNE, DIRECTOR OF PERSONNEL, FROM JOHN F. DUFFY, SHERIFF, RE RULES FOR DETERMINING CHARGES FILED BY CITIZENS DATED MAY 12, 1975.

8. LETTER TO SUPERVISOR JIM BATES FROM H. C. JOHNSTONE, COUNTY VETERINARIAN, RE BOARD AGENDA ITEM NO. 17 (REGARDING THE PRINCIPLE OF THE COUNTY FURNISHING LEGAL REPRESENTATION TO AN EMPLOYEE IN PROCEEDINGS BROUGHT BY A CITIZEN IN FRONT OF THE CIVIL SERVICE COMMISSION) DATED MAY 13, 1975.

9. CORRESPONDENCE AND DOCUMENTATION RE WHITE V. SCHMIDT, ET AL., SUPERIOR COURT NO. 365351.

10. MEMO TO CIVIL SERVICE COMMISSION FROM WILLIAM D. WINTERBOURNE, DIRECTOR OF PERSONNEL, RE RESPONSE TO CHARGES AGAINST ME BY RICHARD E. WHITE DATED MAY 21, 1975.

11. LETTER TO C. HUGH FRIEDMAN, CHAIRMAN, CIVIL SERVICE COMMISSION, FROM EDWIN L. MILLER, JR., DISTRICT ATTORNEY, DATED MAY 21, 1975.

12. MEMO TO JAMES M. MOON FROM WILLIAM D. WINTERBOURNE RE CITIZEN CHARGES AGAINST COUNTY EMPLOYEES DATED JUNE 4, 1975.

13. MEMO TO HUBERT JOHNSTONE FROM WILLIAM D. WINTERBOURNE RE CITIZEN CHARGES AGAINST COUNTY EMPLOYEES DATED JUNE 4, 1975.

14. LETTER TO H. C. JOHNSTONE FROM RUSSELL H. SCHMIDT, CHIEF OF ANIMAL REGULATION, RE MR. SCHMIDT'S

RETIREMENT FROM COUNTY SERVICE ON JULY 5, 1975.

15. LETTER TO CIVIL SERVICE COMMISSION FROM H. C. JOHNSTONE, COUNTY VETERINARIAN, RE CITIZEN CHARGES AGAINST RUSSELL H. SCHMIDT DATED JUNE 20, 1975.

16. LETTER TO CIVIL SERVICE COMMISSION FROM JAMES GILSHIAN, ACTING DIRECTOR OF ANIMAL CONTROL, RE CITIZEN COMPLAINT BY RICHARD E. WHITE CONCERNING ****(remaining is not visible on document)***